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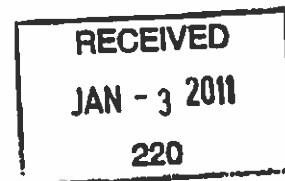
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P220-101726-01

December 28, 2010

**VIA CERTIFIED MAIL AND REGULAR MAIL**

Patrick Kellcher  
Preferred Builders, Inc.  
649 Van Sinderen Avenue  
Brooklyn, NY 11207



**RE: Angel Siguencia v. Gilbane Building Company et al.**  
**Docket No.: PRE-SUIT**  
**Our File No.: 12177.11000-JAM**

Dear Mr. Kellcher:

We are counsel to Gilbane Building Company ("Gilbane") in connection with the above-captioned matter. Preferred Builders, Inc. ("Preferred") entered into a contract with the Dormitory Authority – State of New York ("DASNY") for foundation work at Lehman College, the New Science Center (the "Contract"). Pursuant to the terms of the Contract, Preferred is contractually required to obtain Commercial General Liability insurance ("CGL") with a combined single limit for Bodily Injury, Personal Injury and Property Damage for at least \$2,000,000 per occurrence and aggregate. Pursuant to the Contract the CGL policy must have an endorsement naming the Dormitory Authority – State of New York, "the Construction Manager," which in this case is Gilbane and other entities as additional insured as specified on the Dormitory Authority Sample Certificate of Insurance in the Supplement to Information for Bidders. Gilbane is named as an additional insured on your GCL policy and as such we are tendering the defense and indemnification of the claims against Gilbane to your company. Gilbane does hereby tender its defense to Preferred's insurance carrier and requests that it be indemnified and that the costs of its defense be immediately assumed. Please contact the undersigned to discuss your company's participation in Gilbane's defense.

We ask that you respond to this demand within thirty (30) days. Absent resolution of this tender within thirty (30) days, Gilbane may seek to enforce its rights and move to compel the assumption of its defense pursuant to the contractual obligation of Preferred to Gilbane. Moreover, Gilbane reserves its rights to commence declaratory judgment litigation against Preferred and all other insurers, who may owe it a duty vis-à-vis GCL policies under which Gilbane may have rights and entitlements for defense and indemnity in connection with the claims arising from this suit.

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Patrick Kelleher  
Preferred Builders, Inc.  
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We look forward to hearing from you, and to a prompt resolution of this matter.

Very truly yours,

Hillary A. Fraenkel

Cc: Elizabeth Millette (via email)  
Cheryl Rabb (via email)  
Joseph A. Manning, Esq. (via email)  
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